Amendments to the Drawings

Fig. 6 has been amended to remove an extraneous quote mark in the "<ser_nbr>" tag syntax.

No new matter has been introduced with this drawing amendment.

REMARKS

The Specification and Drawings have been amended. Claims 33 - 34 have been added. No new matter has been added with these amendments or added claims, all of which are supported in the application as originally filed. Claims 1 - 4, 6 - 7, 9 - 10, 12 - 13, 15 - 26, and 33 - 34 are now in the application.

Applicants are not conceding that the subject matter encompassed by the claims as presented prior to this Amendment is not patentable over the art cited by the Examiner, as claim amendments and cancellations in the present application are directed toward facilitating expeditious prosecution of the application and allowance of the currently-presented claims at an early date. Applicants respectfully reserve the right to pursue claims, including the subject matter encompassed by the claims as presented prior to this Amendment and additional claims, in one or more continuing applications.

I. Proposed Replacement Drawing

A proposed replacement drawing is provided herewith for **Fig. 6**, as discussed above in "Amendments to the Drawings". No new matter has been introduced with this proposed replacement drawing.

II. Rejection Under 35 U. S. C. §102(e)

Paragraph 7 of the Office Action dated October 10, 2007 (hereinafter, "the Office

Action") states that Claims 1 - 4, 6 - 7, 9 - 10, 12 - 13, and 15 - 26 are rejected under 35 U. S. C. §102(e) as being anticipated by U. S. Patent Publication 2004/0168073 to Bourne et al. (hereinafter, "Bourne"). This rejection is respectfully traversed.

As stated by the Court of Appeals for the Federal Circuit, "Anticipation under 35 U.S.C. §102 requires the disclosure in a single piece of prior art of each and every limitation of a claimed invention." *Apple Computer Inc. v. Articulate Sys. Inc.,* 57 U.S.P.Q.2d 1057, 1061 (Fed. Cir. 2000), emphasis added. In another case, the Court of Appeals stated that a finding of anticipation requires that there must be no difference between the claimed invention and the disclosure of the cited reference as viewed by one of ordinary skill in the art. See *Scripps Clinic & Research Foundation v. Genentech Inc.,* 927 F.2d 1565, 1576, 18 U.S.P.Q.2d 1001, 1010 (Fed. Cir. 1991). In yet another case, the Court of Appeals held that a finding of anticipation requires absolute identity for each and every element set forth in the claimed invention. See *Trintec Indus. v. Top-U.S.A. Corp.,* 63 U.S.P.Q.2d 1597 (Fed. Cir. 2002).

Each of Applicants' independent Claims 1, 4, and 19 - 20 specifies "the key distribution information comprises at least two key elements" (see, for example, line 8 of Claim 1, emphasis added) and further specifies limitations of each of these key elements (see, for example, lines 9 - 15 of Claim 1). Applicants find no teaching, or suggestion, in Bourne of key distribution information that comprises at least two key elements where each of the key elements of this key distribution information comprises "an encrypted version of the first key ... compris[ing] the first

key encrypted using a second key that is usable only by the identified user, user group, process, or process group for decrypting the encrypted version of the first key ..." (quoting from lines 9 - 15 of Claim 1).

The Office Action apparently equates Bourne's "CK", or "content key", to Applicants' claimed "first key". Office Action, p. 3, line 5, stating "comprises the first key (CK)"; Office Action, p. 4, lines 12 - 13, stating "encrypted using a first key/content key CK". Assuming, *arguendo*, that Bourne's content key "CK" is analogous to Applicants' claimed "first key", this would require at least two key elements in some data structure described by Bourne to have at least two key elements where this key "CK" is encrypted using a second key, in order to align to Applicants' claim language as recited on lines 9 - 12 of Claim 1 ("each [of the at least two] key element[s] comprises ... (ii) an encrypted version of the [same] first key, wherein the encrypted version of the first key comprises the first key encrypted using a second key", emphasis added). Bourne does not teach this.

Note that the claim language of Claim 1 specifies all of the at least two key elements are encapsulated within the (same) security container. See Claim 1, lines 1 - 4, "... encapsulating, within the security container ... key distribution information ..." and line 8, "the key distribution information [encapsulated within the security container] comprises at least two key elements".

The Office Action apparently equates Bourne's "publishing certificate" **810** to a first key

element, and Bourne's "publishing license" **820** to a second key element. Office Action, p. 2, last 2 lines and p. 3, first line, stating "Bourne discloses the key distribution information/publishing certificate and publishing licensel [sic], comprises at least two key elements". Office Action, p. 4, lines 14 - 15, stating "the key distribution information [which comprises "at least two key elements", per Claim 1, line 8]/publishing certificate and publishing license (fig. 8, #820 & 810)". However, there is no scenario discussed or illustrated in Bourne where the "publishing certificate" **810** and the "publishing license" **820** both contain the *same* first key, encrypted using a second key (while both **810** and **820** are encapsulated within the same "security container"), as will now be demonstrated.

Data structure **830** in **Fig. 8** shows the content key "CK", which the Office Action apparently equates to Applicants' claimed "first key" (as discussed above), being encrypted using "PU-ENTITY" within publishing license **820**. See the third line of **Fig. 8**, stating "(PU-ENTITY (CK))". Suppose, *arguendo* ,that this "PU-ENTITY" is analogous to Applicants' claimed "second key". If this publishing license **820** is interpreted, *arguendo*, as a "key element" as recited in Applicants' claim language on lines 9 - 15 of Claim 1, then this is only one instance of such "key element", and Applicants' claim language explicitly recites that there are at least two key elements (Claim 1, line 8). There is no other occurrence of the content key "CK" within the data structure **830**, and in particular, no other occurrence where such content key "CK" is encrypted using a second key.

Applicants note that the publishing certificate **810** uses "PU-ENTITY" again, as encrypting a key "PR-OLP". See the eighth line of **Fig. 8**, stating "(PU-ENTITY (PR-OLP))". However, Applicants do not claim that the "second key" appears in each key element, they claim that an encrypted version of the "first key" is in each key element (Claim 1, lines 9 - 11, "each key element comprises ... an encrypted version of the first key ..."). This key "PR-OLP" cannot be equated to Applicants' claimed "first key", because PR-OLP is *not* used for encrypting the document component, in contrast to Applicants' claim language as recited on lines 6 - 7 of Claim 1 ("the encrypted version of the document component ... [is] encrypted using a first key") and furthermore, this key "PR-OLP" is not the same "first key" as used in the "publishing license" **820** which the Office Action apparently equates to a first "key element". Therefore, if the "publishing license" **820** is equated to a first "key element", then the "publishing certificate" **810** cannot be equated to a second "key element".

Accordingly, the data structure **830** in **Fig. 8** cannot be equated to Applicants' claimed "security container", as it fails to teach the "at least two key elements" as recited by Applicants.

The data structure **308** in **Fig. 4A** also fails to show a "first key" appearing in "at least two" key elements as claimed by Applicants. Suppose, *arguendo*, that the key "K2" could be equated to Applicants' claimed "first key", and that the key "PU-DRM" could then be equated to Applicants' claimed "second key" in one of the key elements. There is no teaching, or suggestion, that "K2" appears in any other key element as a "first key" that is "encrypted using a second key",

in contrast to Applicants' claimed "each [of the at least two] key element[s] comprises ... the first key encrypted using a second key" (Claim 1, lines 9 - 12). Similarly, the "CK" key shown in the next-to-last line of **Fig. 4A** cannot be used to teach the "first key", because this key "CK" is only shown as being encrypted using "K2", and Applicants' claim language recites that the "first key" is "encrypted using a second key" in each of at least two key elements (which would require "CK" to be encrypted using at least one additional key, beyond key "K2").

Accordingly, the data structure **308** in **Fig. 4A** cannot be equated to Applicants' claimed "security container", as it fails to teach the "at least two key elements" as recited by Applicants.

Similarly, the data structure **310** in **Fig. 7** also fails to show a "first key" appearing in "at least two" key elements as claimed by Applicants. While the "SRL" **308** shown in **Fig. 7** has an encrypted version of the content key "CK", shown in the third line of **Fig. 7** as "PU-DRM(CK))", this key "CK" cannot be equated to Applicants' claimed "first key" because there is no other occurrence in **Fig. 7** where this key "CK" is encrypted by a "second key". As discussed above with reference to **Fig. 8**, the key "PR-OLP" (which appears as an encrypted key in the eighth line of **Fig. 7**) also cannot be equated to Applicants' claimed "first key", because PR-OLP is *not* used for encrypting the document component, in contrast to Applicants' claim language as recited on lines 6 - 7 of Claim 1 ("the encrypted version of the document component ... [is] encrypted using a first key") and furthermore, this key "PR-OLP" is not the same "first key" as used in the "SRL" **308**. Therefore, there is no interpretation under which the "SRL" **308** can be equated to a first

"key element" while the "publishing certificate" **810** is equated to a second "key element" (or vice versa).

Accordingly, the data structure **810** in **Fig. 7** cannot be equated to Applicants' claimed "security container", as it fails to teach the "at least two key elements" as recited by Applicants.

As demonstrated above, differences exist between Bourne and Applicants' claimed invention as recited in Claim 1, and thus Bourne does not anticipate Claim 1 according to the holding in *Scripps Clinic*. Applicants also respectfully submit that the above-provided discussions demonstrate that Bourne fails to disclose each and every limitation of independent Claim 1, and thus Bourne does not anticipate Claim 1 according to the holding in *Apple Computer Inc*. Stated another way, it can be seen that absolute identity is not found in the Bourne disclosure for each and every element of Claim 1, and thus Bourne does not anticipate Claim 1 according to the holding in *Trintec Indus*.

Applicants therefore respectfully submit that independent Claim 1 is patentable over Bourne. Dependent Claims 2 - 3 are deemed patentable over Bourne by virtue of at least the allowability of independent Claim 1, from which they depend.

Each of independent Claims 4, 19, and 20 recites analogous claim language to that which has been discussed above with reference to Claim 1, and the Office Action appears to use the

same analysis of the "at least two key elements" claim language as that which has been discussed above. Accordingly, Applicants respectfully submit that their independent Claims 4, 19, and 20 are also not anticipated by Bourne, and are therefore patentable over Bourne. Dependent Claims 6 - 7, 9 - 10, 12 - 13, 15 - 18, and 21 - 26 (as well as added Claims 33 - 34) are deemed patentable over Bourne by virtue of at least the allowability of independent Claims 4 and 20, from which they depend.

In view of the above, the Examiner is respectfully requested to withdraw the §102 rejection.

III. Conclusion

Applicants respectfully request reconsideration of the pending rejected claims, withdrawal of all presently outstanding rejections, and allowance of all remaining claims at an early date.

Respectfully submitted,

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Attachment: Replacement Sheet (1)